
**DECLARATION OF PROTECTIVE COVENANTS FOR TWIN PINES
SUBDIVISION, CAMPBELL COUNTY, WYOMING**

This Declaration is made this day by Twin Pines Subdivision, a resubdivision of Lot 1 of Gillette Golf Club Subdivision and Lot 6 of Cocklebur Subdivision, Section 35, T50N, R72W, of the 6th P.M., Campbell County, Wyoming. Twin Pines Subdivision will hereafter be referred to as "Declarant."

The Declarant is the owner of all lands embraced in the subdivision known as Twin Pines Subdivision in Campbell County, Wyoming which is platted and of record in the office of the County Clerk and Ex-Officio Register of Deeds of Campbell County, Wyoming (hereinafter the "Subdivision"). This plat is incorporated by reference in this Declaration and is specifically made a part hereof in all respects, as if fully set out herein.

The Declarant intends to develop and/or sell all of the lots of land contained in the Subdivision.

All of the lots of the Subdivision shall be held, transferred, sold, conveyed or contracted to be conveyed by Declarant subject to the conditions, restrictions, reservations, and covenants now on record and upon the following express conditions, provisions, reservations, restrictions, servitudes, and covenants (hereafter referred to as these or the "Covenants"). Each and every covenant is for the benefit of the entire Subdivision and for the benefit of each owner of land herein. These Covenants shall run with the land and inure and pass with this property and each and every lot herein. These Covenants shall be binding on all owners of land in the Subdivision and their successors in interest regardless of how that interest is acquired. This includes, among others, adverse possessors, lessees, and purchasers at mortgage foreclosure sales. These Covenants are imposed pursuant to a general plan for the improvement and benefit of the Subdivision.

It is the intention of the Declarant that the lands located in the Subdivision shall be developed and maintained as a highly desirable residential area.

These Covenants are imposed upon the lands comprising the Twin Pines Subdivision as an obligation or charge against the same for the benefit of each and every lot in the Subdivision and the owner or owners thereof. Each and every owner of land in the Subdivision shall have a right to enforce these Covenants, which are imposed upon each and every lot in the Subdivision.

ARCHITECTURAL CONTROL COMMITTEE

Membership of to the Architectural control committee is composed of the Declarant and shall have control of Twin Pines as long as there is one undeveloped Lot remaining.

The Architectural Control Committee shall review the construction plans in order to determine conformance with the Architectural Standards. No construction work shall commence until a final determination as to conformance of plans and specifications is made. Except as to the initial approval for quality of construction plans and specifications for dwellings, no Building or

other structure shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as the quality of workmanship and materials, harmony of external design with existing structures on adjoining lots.

Section 1 – Types and Sizes of Homes Permitted on the Lots: All home construction shall be stick built with the principal dwelling having a minimum of 1600 sqft for a one level ranch home. For a two-story home, minimum requirements are 1400 sqft for the main level and 800 sqft for the second level. The principal dwelling shall be fully enclosed with finished living area devoted to living purposes.

A. Fences: No fencing shall be allowed in front yard. All fencing must be made of high-quality wood or steel and no PVC nor chain linked.

B. Landscaping: Improvements on each lot and the landscaping shall at all times be maintained, fertilized, watered and mowed regularly. Shrubs and trees are to be properly maintained and all other landscape attributes maintained in a manner offering a pleasant appearance. A minimum of four trees are to be planted within one year of certificate of occupancy.

C. Exterior Appearance: Exterior of homes must be of high-quality material as to withstand hail, wind and extreme weather. Architectural shingled or metal roof with a minimum roof pitch of 6/12 is required.

D. Detached Garage: Detached garages or shops are permitted only as large as the heated square footage of primary dwelling and conform to architecture of primary dwelling.

E. Temporary Structures: Temporary structures are not permitted.

F. Vehicles and Trailers: There shall be no long-term storage of vehicles outside. All vehicles and recreational vehicles on property must be stored in garage or shop.

Section 2 - Nuisances: No noxious or offensive activity shall occur on any lot nor shall anything be done thereon which may become a nuisance in the neighborhood.

Section 3 - Garbage and Refuse Disposal:

A: No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal of such materials shall be maintained in a clean and sanitary condition. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon.

B. During construction, all contractors and owners shall be required to have adequate trash bins on the property. No trash shall be allowed to remain on the surface of the lot. All trash shall be dumped into the trash containers on a daily basis. Should trash be allowed to lay on the surface of the lot, the owner of the property shall be fined one and one half (1 1/2) times the cost of having someone come out and clean up the area. All contractors shall

have a portable toilet available on the property for use by all laborers working on the property. No surplus cement shall be allowed to be dumped on any land located in the Subdivision. Fines may be issued to any owner of a lot who allows additional cement to be dumped on the land. No materials or dirt from one lot shall be placed on an adjoining lot without the approval of the adjacent lot owner.

Section 4 - Storage and Protective Screening: All garbage cans and storage piles shall be kept screened so as to conceal them from the view of neighboring residences. No building material shall be stored on any lot except as needed during construction on the lot.

Section 5 - Sewer: All sewage disposal systems must be designed, located, and constructed in accordance with the regulations, requirements, standards, and recommendations of the Wyoming Public Health Department and in compliance with the regulations of Campbell County, Wyoming.

Section 6 - Water Drainage: Each lot shall be responsible for ensuring the water drainage during development and construction shall be completed and maintained in such a way that drainage from a lot does not damage other property and is continuous to Donkey Creek. Alternate drainage solutions must be designed by a licensed professional engineer and approved by the Campbell County Public Works Department in its sole discretion.

Section 7 - Utility Access: Owners will allow utility access for the reading of meters or other measuring devices, installation or maintenance of utilities to the property, or any adjoining property.

Section 8 - Pets: No animals, livestock or poultry of any kind, shall be raised, fed or kept by any owner, except dogs, cats or other household pets, which may be kept provided they are not bred or maintained for any commercial purpose. Pets outside must be confined to owner's property. Noisy pets, including barking dogs, are required to be controlled by owner so as not to disturb neighbors.

Section 9 - Driveways: All repairs, snow removal, and maintenance of the driveways and parking areas shall be the responsibility of all owners. All driveways and parking areas shall be a minimum 10 feet wide and installed with paved concrete or asphalt.

Section 10 - Subdivision of Lots: Lot owners shall be not allowed to subdivide any lot.

Section 11 - Amendment: These Covenants may be amended by the Declarant at any time before the Declarant has sold seventy-five percent (75%) of the lots in the Subdivision. Once seventy-five percent (75%) of the original lots in the Subdivision have been sold and conveyed by the Declarant, these Covenants may be amended or altered by the approval of the owners of seventy-five percent (75%) of the original lots in the Subdivision.

Section 12 - Miscellaneous:

A. These Covenants are to run with the land and shall be binding upon all persons claiming under them for a period of twenty-five (25) years from the date of this Declaration. These Covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five percent (75%) of the then owners of the lots

has been recorded, agreeing to repeal or amend these Covenants.

B. If anyone violates or attempts to violate any of these Covenants, any owner of any lot in the Subdivision may bring a suit against the person or persons violating or attempting to violate the covenant to prevent them from violating or attempting to violate the covenant or to recover damages for such violation. Any person violating these Covenants shall be liable for all costs incurred in prosecuting such suit including reasonable attorneys' fees and for liquidated damages in the amount of \$50.00 per day until the violation is cured; provided however, Declarant shall, under no circumstances, be liable for costs incurred in prosecuting any suit against it or for attorneys' fees for liquidated damages.

C. Invalidation of any one of these Covenants by judgment or court order shall in no way affect the validity of any of the other provisions of these Covenants, which shall remain in full force and effect.

Dated this 12th day of November, 2021.

Twin Pines Subdivision

By: 

Joel Smith, Owner

STATE OF WYOMING)
)
COUNTY OF CAMPBELL)

The foregoing instrument was acknowledged before me this 12th day of November, 2021 by Joel Smith, of Twin Pines Subdivision.
Owner

Trudy J Castle
Notary Public

